



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

IFB NO.: B3E07037  
TITLE: Printing: Withholding Tax Payment Voucher Books  
ISSUE DATE: 9/20/06

REQ NO.: NR 860 FINS7000001  
BUYER: Melissa Verslues  
PHONE NO.: (573) 751-4887  
E-MAIL: [Melissa.Verslues@oa.mo.gov](mailto:Melissa.Verslues@oa.mo.gov)

RETURN BID NO LATER THAN: 10/06/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN BID TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through 12/31/07

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Revenue  
Customer Services Division  
Various Locations

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 02/10/06). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

  

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ____ FEIN    ____ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ____ Corporation    ____ Individual    ____ State/Local Government    ____ Partnership    ____ Sole Proprietor    ____ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of printing services as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - C
- 6) Terms and Conditions

1.1.3 Sample: The bidder is advised that a copy of the tax voucher books is available by contacting the buyer of record as indicated on the front page of this document. It shall be the sole responsibility of the bidder to request the sample. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the sample. The sample is for format only. Bids submitted must be based upon the written specifications, not upon the sample unless otherwise specified herein.

### 1.2 Background Information:

1.2.1 The Department of Revenue has previously contracted for these services through C304023001. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all bid and evaluation documentation leading to the award of that expiring/expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z04023 or the contract number C304023001 when searching for these documents.

## 2. CONTRACTUAL REQUIREMENTS

**2.1 General Requirements:** The contractor shall print, bind, and mail monthly, quarterly, and annual withholding tax payment voucher books (hereinafter referred to as “tax voucher books”), and shall print mailing envelopes (DOR-4245 for Monthly and Quarterly tax voucher books and DOR-4483 for annual tax voucher books) (hereinafter referred to as “envelopes”) for the Department of Revenue (hereinafter referred to as “state agency”) in accordance with the provisions and requirements stated herein. Unless otherwise stated, the contractor shall not deviate from the stated specifications.

2.1.1 Immediately after contract award, the state agency shall identify a contact person and provide the telephone number of the contact person for the contractor. The contractor must obtain the contact person’s approval for printing of the tax voucher booklets and envelopes as specified herein. In addition, within five (5) days of the contract award, the contractor shall provide the state agency with the name, address, and telephone number of the contractor’s representative servicing the contract.

2.1.2 The contractor shall provide all services to the sole satisfaction of the state agency.

2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### 2.2 Tax Voucher Printing Requirements:

2.2.1 Prepress Material/Camera Ready Copy: By no later than November 14, 2006, the state agency shall provide the contractor with composite negatives or camera ready copy for the tax voucher books. However, in the event the contractor has QuarkXPress for Windows version 5.0, the state agency may provide the contractor with electronic files rather than negatives or camera ready copy. In the event the state agency provides electronic files, the contractor shall transfer such from the electronic file to a composite or plate ready negative. If negatives are provided by the state agency, all screen tints will be pre-screened and plate ready.

2.2.2 Within five (5) working days of receipt of the camera ready copy, composite negatives, or electronic files the contractor shall provide the state agency with two (2) sets of blue-line proofs for the state agency’s review and approval. The blue line proofs must be produced on the same equipment and same platform used to run the production. For example, if the production is from a PC system, then the blue line proofs must be produced from the same PC system. If the production is from a MAC system, then the blue line proofs must be from a MAC system.

a. The contractor shall make all revisions, changes, and alterations requested by the state agency. In addition, the contractor shall make corrections and revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the state agency within forty-eight (48) hours or two (2) working days of receipt of the revisions, changes and/or alterations.

b. The contractor must receive written approval from the state agency prior to printing the test books of the tax voucher books.

2.2.3 Test Books - Within ten (10) working days of receipt of the state agency’s approval of the blue line proofs, the contractor shall submit approximately fifty (50) sample tax voucher books as test books, printed on the paper stock which shall be used for the final tax voucher book, to the state agency for approval. In the event such samples are unacceptable to the state agency, the contractor shall produce and deliver another set of approximately fifty (50) samples for state agency approval. Any remakes due to contractor errors shall be produced at no cost to the state agency.

a. The contractor’s sample tax voucher books must have information such as names, addresses, and other personalization data printed on the samples. The state agency shall send such information in the form of a test tape to the contractor.

- b. In the event the tax voucher books are printed more than one-up (i.e. two-up, three-up, etc.), each tax voucher book shall be marked with the printed position number for document testing (i.e. print position one, print position two, etc.).

2.2.4 Magnetic Tape Requirements - The state agency shall provide the contractor with either magnetic tapes at 6250 BPI or IBM 9021 Cartridge Tapes (3490 Drive/77600 BPI), whichever is specified by the contractor, containing variable account data, including names and addresses. Various data relating to file periods and due dates may not be contained on the tape(s) and shall be programmed by the contractor. The state agency shall provide such data for the monthly and quarterly vouchers to the contractor by November 27, 2006. The state agency shall provide such data for the annual vouchers to the contractor by November 15, 2007.

- a. The contractor shall print the names and addresses on the front cover of each tax voucher book, and as required by the state agency on the tax voucher books.
- b. The state agency shall provide the contractor, on a monthly basis, with updated information on magnetic tapes. The contractor shall utilize such updated information to mail additional tax voucher books each month to new taxpayers or taxpayers that have had registration information changed.

2.2.5 The contractor shall notify the state agency at a minimum of two (2) weeks prior to the beginning of a press run. The state agency may monitor the production of the tax voucher books. The contractor shall be responsible for all travel costs incurred by two (2) state agency representatives from Jefferson City in monitoring the production of the tax voucher books, including out-of-state airfare, in-state mileage, out-of-state rental car and associated costs including rental car insurance, food, and lodging. The contractor shall provide lodging for the state agency representatives at a reputable hotel/motel. In the event the state agency representatives are required to stay more than one night, the state agency representatives should stay in the same hotel/motel each night.

- a. The contractor shall be responsible for all costs that are necessary for an additional on-site inspection as the result of a rerun due to contractor error in the original printing. However, the contractor shall not be responsible for all such costs due to state agency error.

2.2.6 Upon receipt of the state agency's approval of the test books, the contractor shall print the tax voucher books as specified below:

- a. Quantity: The contractor shall print and mail copies of the tax voucher books consisting of an estimated 41,000 monthly tax voucher books, 88,000 quarterly tax voucher books, and 12,000 annual tax voucher books for an estimated total of 141,000 tax voucher books. The state agency shall not accept an underrun or an overrun. In the event the State of Missouri elects to renew the contract, the state agency estimates but does not guarantee, the number of tax voucher books required for the renewal period to be comparable to the number of copies required for the original contract period.
  - 1) On an as needed basis, the contractor shall print and mail additional tax voucher books for new taxpayers or taxpayers that have had registration information changed.
- b. Paper Stock: The contractor shall print the tax voucher books on the following types of paper. The contractor shall understand and agree that the state agency may change the paper weights to keep the total weight of each tax voucher book below one (1) ounce.
  - 1) Front/Back Covers - 65 lb. white stock;
  - 2) Payment Vouchers - 24 lb. OCR white bond - long grain.

- 3) Labels - 50 lb. white stock gummed labels that need moisture to adhere. The glue on the labels shall be sufficient so that when the labels are moistened they will adhere; however, the labels shall not stick to the other pages of the tax voucher book.
- 4) Instructions and Address Change Form - 24 lb. white bond.
- c. Ink: The contractor shall use black, soybean-based ink. In addition, the various pages of the tax voucher book require the addition of a color ink, as specified below.

2.2.7 Monthly Withholding Tax Payment Voucher Books - In addition to the above stated printing requirements, the contractor shall print the monthly tax voucher books as specified below:

- a. Size: The tax voucher books shall be 8" X 3.625".
- b. Quantity: The contractor shall print the quantity of monthly tax voucher books specified by the state agency. However, the state agency estimates needing approximately 41,000 tax voucher books for the initial production run and approximately 9,000 tax voucher book updates annually.
- c. Construction and Binding: Tax voucher books must be stapled with wire stitches and bound with tape over the stitches at the left edge of the book.
  - 1) The tax voucher books must have perforations strong enough to withstand stapling and mailing yet flexible enough to permit easy detachment.
  - 2) The tax voucher books must be straight cut on the right and bottom edges with no perforations or labels attached.
- d. Pages – The contractor shall print the various pages of the monthly tax voucher books in accordance with the following:
  - 1) Page 1 – Front cover: White cover stock. Printing two sides – personalization one side, variable information one side.
  - 2) Page 2-3 – Instructions: White stock. Printing two sides – page two has personalization on one side.
  - 3) Page 4 – Withholding worksheet and instructions: White stock. Printing two sides - variable data one side.
  - 4) Page 5 – Instructions: White stock. Printing two sides - variable data one side.
  - 5) Page 6 – Instructions: White stock. Printing two sides.
  - 6) Page 7 – Labels (12-up): White label stock. Printing one side. Vertical perforations at 1/2", 1 1/8", 1 3/4", 2 3/8", 3", 3 5/8", 4 1/4", 4 7/8", 5 1/2", 6 1/8", 6 3/4", and 7 3/8" from left edge.
  - 7) Page 8 – Address Change Form: White stock. Printing one side – personalization one side. Vertical perforation 1/2" from left edge.
  - 8) Page 9 – Form MO 941F: White stock. Printing two sides – personalization one side. Vertical perforation 1/2" from left edge.
  - 9) Pages 10-21 – Form MO 941: White OCR bond. Pantone 251 ink. Printing one side – personalization one side. Vertical perforations 1/2" from left edge.
  - 10) Page 22 – Form MO 941X: White OCR bond. Pantone 181 ink. Printing one side – personalization one side. Vertical perforation 1/2" from left edge.

- 11) Page 23 – Form MO 941U: White OCR bond. Pantone 251 ink. Printing one side – personalization one side. Vertical perforation 1/2” from left edge.
- 12) Page 24 – Form MO W-3: White OCR bond. Pantone 251 ink. Printing one side – personalization one side.
- 13) Page 25 – Back cover: White cover stock. Printing two sides.

e. Variable Data/Imaging (Personalization) -

- 1) All variable personalization (taxpayer information, tax period, and scanline) must be OCR-A font encoded.
- 2) Only laser, ION deposition printing, or approved equal. Ink-jet and dot matrix printing shall not be acceptable.

2.2.8 Quarterly Withholding Tax Payment Voucher Books -

- a. Size: The tax voucher books shall be 8” X 3.625”.
- b. Quantity: The contractor shall print the quantity of quarterly tax voucher books specified by the state agency. However, the state agency estimates needing approximately 88,000 tax voucher books for the initial production run and approximately 24,000 tax voucher book updates annually.
- c. Construction and Binding: Tax voucher books must be stapled with wire stitches and bound with tape over the stitches at the left edge of the book.
  - 1) The tax voucher books must have perforations strong enough to withstand stapling and mailing yet flexible enough to permit easy detachment.
  - 2) The tax voucher books must be straight cut on the right and bottom edges with no perforations or labels attached.
- d. Page 1 – Front cover: White cover stock. Printing two sides – personalization one side, variable data one side.
- e. Pages 2-3 – Instructions: White stock. Printing two sides – page 2 has personalization one side.
- f. Page 4 – Instructions: White stock. Printing two sides - variable data one side.
- g. Page 5 – Instructions: White stock. Printing two sides - variable data one side.
- h. Page 6 – Instructions: White stock. Printing two sides.
- i. Page 7 – Labels (12-up): White label stock. Printing one side. Vertical perforations at 1/2”, 1 1/8”, 1 3/4”, 2 3/8”, 3”, 3 5/8”, 4 1/4”, 4 7/8”, 5 1/2”, 6 1/8”, 6 3/4”, and 7 3/8” from left edge.
- j. Page 8 – Address change form: White stock. Printing one side – personalization one side. Vertical perforation 1/2” from left edge.
- k. Page 9 – Form MO 941F: White stock. Printing two sides – personalization one side. Vertical perforation 1/2” from left edge.
- l. Pages 10-13 – Form MO 941: White OCR bond. Pantone 251 ink. Printing one side - personalization one side. Vertical perforation 1/2” from left edge.

- m. Page 14 – Form MO 941X: White OCR bond. Pantone 181 ink. Printing one side – personalization one side. Vertical perforation 1/2” from left edge.
- n. Page 15 – Form MO 941U: White OCR bond. Pantone 251 ink. Printing one side – personalization one side. Vertical perforation 1/2” from left edge.
- o. Page 16 – Form MO W-3: White OCR bond. Pantone 251 ink. Printing one side – personalization one side.
- p. Page 17 – Back cover: White cover stock. Printing two sides.
- q. Variable Data/Imaging (Personalization) -
  - 1) All variable personalization (taxpayer information, tax period, and scanline) must be OCR-A font encoded.
  - 2) Only laser, ION deposition printing, or approved equal. Ink-jet and dot matrix printing shall not be acceptable.

#### 2.2.9 Annual Withholding Tax Payment Voucher Books -

- a. Size: The tax voucher books shall be 7 1/2" X 11”.
- b. Quantity: The contractor shall print the quantity of annual tax voucher books specified by the state agency. However, the state agency estimates needing approximately 12,000 tax voucher books for the initial production run and does not anticipate any tax voucher book updates annually.
- c. Construction and Binding: Tax voucher books must folded (letter fold) to 7 1/2” X 3.667.”
  - 1) The tax payment books must have perforations strong enough to withstand mailing yet flexible enough to permit easy detachment.
  - 2) The tax voucher books must be straight cut on the right and bottom edges with no perforations or labels attached.
- d. Page 1 – Instructions: White OCR bond. Printing two sides – personalization one side - variable data one side.
- e. Page 2 – Address change, Form MO-941F, Form MO-941 and Instructions: White OCR bond. Pantone 251 ink. Printing two sides – personalization one side. Horizontal perforations at 3.667” and 7.334” from the top.
- f. Page 3 – Form MO W-3: White OCR bond. Pantone 251 ink. Printing two sides – personalization one side – variable data one side. Horizontal perforations at 7.334” from the top.
- g. Variable Data/Imaging (Personalization) -
  - 1) All variable personalization (taxpayer information, tax period, and scanline) must be OCR-A font encoded.
  - 2) Only laser, ION deposition printing, or approved equal. Ink-jet and dot matrix printing shall not be acceptable.

2.2.10 The state agency reserves the right to add or subtract an additional personalized page. A personalized page will contain specific account information, such as the individual or business’ account number, name(s), and address. In addition, the state agency reserves the right to add or subtract an additional non-personalized page.

## **2.3 Envelope Requirements:**

- 2.3.1 By no later than November 1, 2006, the state agency shall provide the contractor with the camera-ready artwork, layout, disk or negatives stating the proper envelope size and window location.
- 2.3.2 The contractor shall provide mailing envelopes with a window that permits the name and address on the tax voucher book to be utilized. Each envelope must be of sufficient size to hold one tax voucher book and must meet postal regulations for first class carrier route and barcoding.
  - a. The contractor shall provide the same quantity of envelopes as the tax voucher books.
- 2.3.3 Prior to printing the envelopes, the contractor shall provide the state agency with one set of blue-line proofs for the state agency's review and approval. The blue-line proofs shall be folded, stitched, and trimmed to size.
  - a. The contractor shall make all revisions, changes, and/or alterations requested by the state agency. In addition, the contractor shall make corrections and/or revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the state agency for approval prior to printing.

## **2.4 Addressing and Mailing Requirements:**

- 2.4.1 The contractor shall print the delivery point barcode information in the address area of the envelope to conform to United States Postal Regulations for barcoding and mail automation to ensure that the best postal rates available can be obtained.
- 2.4.2 The contractor shall deliver the tax voucher books to a United States Post Office by no later than the following dates. The tax voucher books must be delivered to the United States Post Office in accordance with the United States Postal Regulations for First Class Carrier Route Mail.

Monthly Tax Voucher Books by January 12, 2007  
Quarterly Tax Voucher Books by February 16, 2007  
Annual Tax Voucher Books by December 10, 2007

- a. The state agency shall provide the contractor with a magnetic tape, specified elsewhere herein, that is formatted to achieve the automated carrier route postage rate. Those mail pieces that do not qualify for the carrier route rate are sorted to the five-digit rate. The mail pieces that do not qualify for the carrier route or five-digit rate are sorted to the three/five-digit postage rate. The balance of the mail that does not qualify for the sorts listed above will be sorted to the basic presort postage rate. In addition, the state agency shall provide the mail stream information, CASS reports, and tray tags with the magnetic tape.
  - b. The contractor shall deliver tax voucher book updates to the United States Post Office no later than five (5) working days after receipt of updated information from the state agency.
- 2.4.3 At the sole discretion of the state agency, the state agency shall pay for postage costs either: 1) directly to the post office through the use of a permit or 2) reimbursement to the contractor for actual costs.
  - a. In the event the state agency utilizes a permit, the contractor shall be the liaison between the state agency and the post office the contractor utilizes.
  - b. In the event the state agency reimburses the contractor for actual costs, the contractor shall obtain a computerized document from the post office indicating the amount of postage required for mailing the tax voucher books.

## **2.5 Confidentiality Requirements:**

- 2.5.1 In accordance with Missouri Revised Statutes (Section 32.057, RSMo), the contractor must understand and agree that the data being provided to the contractor by the state agency is confidential. The contractor must not make such data available to any other person or company in its entirety or part for any purpose unless written authorization is provided by the state agency contact person.
- a. The magnetic tapes provided by the state agency and the information contained on such magnetic tapes shall be strictly confidential and used only for the purposes of fulfilling the requirements of the contract.
  - b. Violation of the provisions of Section 32.057, RSMo, is a Class D Felony.
  - c. All reports, files, magnetic tapes, disks, and materials accessed or acquired by contractor shall remain the property of the state agency. In safeguarding taxpayer information, any materials that must be disposed of by the contractor must be shredded or destroyed in such a manner that taxpayer information is no longer legible.
- 2.5.2 If any portion of the contract is subcontracted, the contractor must obtain a written agreement from the subcontractor to be strictly bound and to abide by the confidentiality provisions of Section 32.057, RSMo. The written agreement shall be delivered to the state agency contact person.
- 2.5.3 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

## **2.6 Security Requirements:**

- 2.6.1 The contractor must provide procedures to the state agency that assure data integrity of all stored data and for the security of all files, materials, tapes, media, etc. from unauthorized access. The contractor must ensure that access to data is limited to authorized users only and that information is not released to inappropriate individuals or entities. The state agency shall be the final authority as to the acceptability of the contractor's security procedures.
- a. At the request of the state agency, the contractor shall provide a list of all personnel authorized to access the data supplied by the state agency.
  - b. The contractor shall provide a secure facility for printing of the tax voucher books. Only authorized personnel shall be permitted access to the secure facility.
  - c. The contractor shall take all necessary steps to safeguard the tax voucher books while transporting the tax voucher books to the postal office.

## **2.7 Quality Assurance:**

- 2.7.1 Error Tolerances: The state agency processes the tax voucher books with automated equipment utilizing optical character recognition (OCR) and intelligent character recognition (ICR) technologies. Therefore, the contractor shall ensure that the OCR scan line and the ICR blocking must be consistently imaged/printed in the same location on all tax voucher books.
- a. The tax voucher books, including the test books, shall not have greater than a 1% reject rate of the OCR scan line. The scan line must be +/- 1/32" of the specified print position in the layout. The tax voucher books with errors greater than 1% reject rate must be reproduced, and mailed to the state agency at no additional cost.
  - b. The tax voucher books, including the test books, shall not have greater than a 1% reject rate of the ICR blocking. The base printing on the tax voucher books must be +/- 1/32" of state agency

supplied camera-ready artwork/negatives. The tax voucher books with errors greater than 1% reject rate must be reproduced, and mailed to the state agency at no additional cost.

- c. For tax voucher books rejected due to damage and/or for containing error(s) not attributable to state agency data processing information, the contractor must reproduce the tax voucher books at no cost to the state agency.

2.7.2 **Liquidated Damages:** The contractor shall agree and understand that the printing, construction, addressing, and mailing of the tax voucher books in accordance with the requirements stated herein are considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the printing, construction, addressing, and mailing requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to mail the tax voucher books in accordance with the dates specified herein, the contractor shall be assessed liquidated damages in the amount of \$200.00 for each day that elapses after the required mailing date until the actual mailing of the tax voucher books.
- b. In the event the printed tax voucher books or the quality of the printing in the tax voucher books or the construction of the tax voucher books (including perforations and trim size) either fails to comply with the printing and construction requirements specified herein or is not consistent with the quality of printing in the samples submitted with the contractor's awarded bid, the state agency shall have the right to reject all or part of the completed printing. If requested by the state agency, the contractor shall re-print the tax voucher books at no additional cost to the state agency. However if the mailing of the tax voucher books is critical, as determined by the state agency, and the state agency elects to accept the printed tax voucher books, the contractor shall be assessed liquidated damages in an amount not to exceed 10% of the total amount invoiced. The state agency shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the tax voucher books versus the assessment of liquidated damages, and (3) the amount of the liquidated damages.
- c. In the event any of the production material provided by the state agency to the contractor is damaged while in the contractor's care, the contractor shall be responsible for the value or replacement of the material, at a rate not to exceed \$500 per damaged material. The state agency shall solely determine the actual value of the materials.
- d. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- e. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- f. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## **2.8 Invoicing and Payment Requirements:**

2.8.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

2.8.2 After mailing of the tax voucher books, the contractor shall submit an invoice to the following address.

Department of Revenue  
Customer Services Division  
Attn: Printing Services Coordinator  
301 West High Street, Room 330  
PO Box 543  
Jefferson City, Missouri 65105-0543

- a. With the invoice, the contractor shall return the camera-ready material, electronic media, negatives, and magnetic tapes. etc., in the same condition as when provided by the state agency. The contractor shall return all materials, media, negatives, tapes, etc in secure containers which shall maintain the confidentiality and integrity of said items. The contractor shall not receive payment until the state agency is in receipt of all such materials.
- b. In the event the state agency elects to reimburse the contractor for postage, the contractor shall include, with each invoice, the original computerized document from the post office indicating the actual postage cost.

2.8.3 The contractor shall be paid for the tax voucher books in accordance with the applicable firm, fixed prices stated on the Pricing Page, subject to the assessment of any liquidated damages.

- a. In the event the quantity of tax voucher books required is not a multiple of 1,000, the firm, fixed price per thousand, as stated on the Pricing Page, shall be prorated accordingly. The contractor shall be paid for the tax voucher books based on the prorated amount.
- b. If revisions to the proof are required due to state agency required changes or alterations, the contractor shall be paid for the contractor's time to revise the proof in accordance with the firm, fixed price stated on the Pricing Page. However, if revisions to the proof are required due to contractor error, even if the state agency also required changes or alterations to the proof, the contractor shall not be entitled to payment for the contractor's time to revise the proof.
- c. For remakes of blue-line proofs due to state agency required changes or alterations, the contractor shall be paid in accordance with the applicable price stated on the Pricing Page. However, if revisions to the proof are required due to contractor error, even if the state agency also required changes or alterations to the proof, the contractor shall not be entitled to payment for the revised proof.
- d. For tax voucher books rejected for containing personalization errors resulting directly from incorrect state agency data processing information, the contractor shall reproduce the tax voucher books in accordance with the applicable firm, fixed price stated on the pricing page.
- e. In the event that the contractor received electronic files and transferred such to composite negatives, the contractor shall be paid in accordance with the firm, fixed price stated on the Pricing Page.

2.8.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.8.5 Cost Increase/Decrease: Recognizing that the cost of paper may rise or fall, the state agency may consider a corresponding increase/decrease to the contract prices subject to the following stipulations:

- a. In the event the cost of paper increases and the contractor, as a result of such increase, desires to increase the firm, fixed prices quoted herein, the contractor must submit written documentation from the paper manufacturer documenting the increase in the cost of paper to the Division of Purchasing and Materials Management. The contractor must also complete and submit the Cost Analysis on the Pricing Page showing the actual net increase.
- b. If the request for the increase to the firm, fixed prices is approved by the Division of Purchasing and Materials Management, the contractor shall agree and understand that the price increase shall not be increased in excess of the actual net increase in the cost of the paper from the manufacturer.
- c. The contractor shall further agree and understand that if the actual net cost of paper decreases, the contractor shall decrease the firm, fixed prices by the actual net decrease.
- d. The cost increase/decrease shall only apply to the firm, fixed price per tax voucher book.
- e. The Division of Purchasing and Materials Management shall not approve any requests to increase the firm, fixed price for the original contract period and no more than once annually.
- f. Any price increase/decrease shall become effective fifteen (15) calendar days following written approval from the Division of Purchasing and Materials Management.

## **2.9 Other Contractual Requirements:**

- 2.9.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.9.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.9.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.9.4 **Termination** - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.9.6 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9.7 **Subcontractors** - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 2.9.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.9.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

### **3. BID SUBMISSION INFORMATION**

#### **3.1 Submission of Bids:**

- 3.1.1 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- a. The bid should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.2 Open Records - The bid shall be considered an open record after the bids are opened pursuant to Section RSMo 610.021. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be able for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system.
  - b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the on-line or mailed bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.
- 3.1.4 Questions Regarding the IFB - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
  - b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be answered.
  - c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.
    - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
    - 2) Bidders and their agents who have questions regarding this matter should contact the buyer.
- 3.1.5 Miscellaneous Information - The bidder should complete and submit Exhibit A, Miscellaneous Information.
- 3.1.6 American Made: In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- a. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- b. If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- c. In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit C, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

3.1.7 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) (on the right side of the screen under “FORMS”) and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

**3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Low Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:
  - 1) The cost evaluation shall be based on a total cost determined using the quantities provided below and the firm fixed prices stated on the Pricing Page for the original contract period and each potential renewal period.

Monthly Withholding Tax Payment Voucher Books – Initial Production	41
Monthly Withholding Tax Payment Voucher Books – Additional Production	9
Monthly Withholding Tax Payment Voucher Books – Adding Personalized Page	1
Monthly Withholding Tax Payment Voucher Books – Subtracting Personalized Page	1
Monthly Withholding Tax Payment Voucher Books – Adding Non-Personalized Page	1
Monthly Withholding Tax Payment Voucher Books – Subtracting Non-Personalized Page	1
Envelope for Monthly Withholding Tax Payment Voucher Books	50
State Agency Required Changes and/or Alterations to the Proof	2
Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	1
Transfer of electronic files to composite negative	1

Quarterly Withholding Tax Payment Voucher Books – Initial Production	88
Quarterly Withholding Tax Payment Voucher Books – Additional Production	24
Quarterly Withholding Tax Payment Voucher Books – Adding Personalized Page	1
Quarterly Withholding Tax Payment Voucher Books – Subtracting Personalized Page	1
Quarterly Withholding Tax Payment Voucher Books – Adding Non-Personalized Page	1
Quarterly Withholding Tax Payment Voucher Books – Subtracting Non-Personalized Page	1
Envelope for Quarterly Withholding Tax Payment Voucher Books	112
State Agency Required Changes and/or Alterations to the Proof	2
Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	1
Transfer of electronic files to composite negative	1

Annual Withholding Tax Payment Voucher Books – Initial Production	12
Annual Withholding Tax Payment Voucher Books – Adding Personalized Page	1
Annual Withholding Tax Payment Voucher Books – Subtracting Personalized Page	1
Annual Withholding Tax Payment Voucher Books – Adding Non-Personalized Page	1
Annual Withholding Tax Payment Voucher Books – Subtracting Non-Personalized Page	1
Envelope for Annual Withholding Tax Payment Voucher Books	12
State Agency Required Changes and/or Alterations to the Proof	2
Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	1
Transfer of electronic files to composite negative	1

- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.
- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.
- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
  - 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
  - 3) A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- 3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder.

Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit B with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

3.2.3 Samples: The bidder should submit samples of some of the bidder's previous printing jobs that are representative of the printing proposed for the tax voucher books. In addition, the bidder should submit a labeled sample of all the paper proposed for the tax voucher books. The label should include the brand name, weight, recycled content, post consumer content, the PPI, NPH, etc.

- a. If samples are not submitted with the bid, the Division of Purchasing and Materials Management may request the samples. The Division of Purchasing and Materials Management must receive the sample within five working days of the request. Failure to send the samples may result in the bid being rejected. The bidder shall agree and understand that samples shall be submitted at the bidder's expense.
- b. At the request and expense of the bidder, the Division of Purchasing and Materials Management will return samples not destroyed during the evaluation process. Any samples remaining after ten (10) days following award of the contract shall be destroyed. However, the Division of Purchasing and Materials Management reserves the right to retain samples submitted in order to conduct a comparison of the service/product proposed and the service/product actually received.

3.2.4 Security/Confidentiality: The bidder should submit the procedures proposed to be implemented guaranteeing the security and confidentiality of the state agency data including building security measures at the location where the tax voucher books will be produced.

- a. If procedures are not submitted with the bid, the Division of Purchasing and Materials Management may request the procedures. The Division of Purchasing and Materials Management must receive the procedures within five working days of the request. Failure to submit the procedures may result in the bid being rejected.

- 3.2.5 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, and/or (3) failing to provide a sample, if a sample is deemed necessary by the State of Missouri, or providing an unacceptable sample, and/or (4) failure of the bidder to provide a reference(s), and/or (5) failure to provide acceptable procedures guaranteeing the security and confidentiality of the data.
- 3.3 **Contract Award:** The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

#### 4. PRICING PAGE

- 4.1 Printing – Withholding Tax Payment Voucher Books:** The bidder shall provide a firm, fixed price in the table below for providing the services in accordance with the provisions and requirements of this IFB. With the exception of postage costs and the cost to transfer the electronic files to composite or plate ready negative, all costs associated with providing the required services shall be included in the stated prices.

##### Monthly Withholding Tax Payment Voucher Books

Item #	Description <i>c/s code 96695 or 96698</i>	Original Contract Period <i>Firm, Fixed Price</i>
001	Monthly Withholding Tax Payment Voucher Books - Initial Production	\$ _____ <i>per 1,000</i>
002	Monthly Withholding Tax Payment Voucher Books - Additional Production	\$ _____ <i>per 1,000</i>
003	Adding Personalized Page	\$ _____ <i>per page</i>
004	Subtracting Personalized Page	\$ _____ <i>per page</i>
005	Adding Non-Personalized Page	\$ _____ <i>per page</i>
006	Subtracting Non-Personalized Page	\$ _____ <i>per page</i>
007	Envelope for Monthly Withholding Tax Payment Voucher Book	\$ _____ <i>per 1,000</i>
008	State Agency Required Changes and/or Alterations to the Proof	\$ _____ <i>per hour</i>
009	Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	\$ _____ <i>per page</i>

##### Quarterly Withholding Tax Payment Voucher Books

Item #	Description <i>c/s code 96695 or 96698</i>	Original Contract Period <i>Firm, Fixed Price</i>
010	Quarterly Withholding Tax Payment Voucher Books - Initial Production	\$ _____ <i>per 1,000</i>
011	Quarterly Withholding Tax Payment Voucher Books - Additional Production	\$ _____ <i>per 1,000</i>
012	Adding Personalized Page	\$ _____ <i>per page</i>
013	Subtracting Personalized Page	\$ _____ <i>per page</i>
014	Adding Non-Personalized Page	\$ _____ <i>per page</i>
015	Subtracting Non-Personalized Page	\$ _____ <i>per page</i>
016	Envelope for Quarterly Withholding Tax Payment Voucher Book	\$ _____ <i>per 1,000</i>
017	State Agency Required Changes and/or Alterations to the Proof	\$ _____ <i>per hour</i>
018	Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	\$ _____ <i>per page</i>

### Annual Withholding Tax Payment Voucher Books

Item #	Description <i>c/s code 96695 or 96698</i>	Original Contract Period <i>Firm, Fixed Price</i>
019	Annual Withholding Tax Payment Voucher Book - Initial Production	\$ _____ <i>per 1,000</i>
020	Adding Personalized Page	\$ _____ <i>per page</i>
021	Subtracting Personalized Page	\$ _____ <i>per page</i>
022	Adding Non-Personalized Page	\$ _____ <i>per page</i>
023	Subtracting Non-Personalized Page	\$ _____ <i>per page</i>
024	Envelope for Annual Withholding Tax Payment Voucher Book	\$ _____ <i>per 1,000</i>
025	State Agency Required Changes and/or Alterations to the Proof	\$ _____ <i>per hour</i>
026	Remake of Blue-Line Proof Due to State Agency Required Changes and/or Alterations	\$ _____ <i>per page</i>

- 4.2 Transfer of Electronic Files to Composite or Plate Ready Negative:** If the state agency provides the bidder with electronic files in order to transfer such to a composite or plate ready negative, the bidder shall state the following firm, fixed price for the original contract period for providing such service in accordance with the provisions and requirements stated herein.

### Monthly Withholding Tax Payment Voucher Books

Item #	Description <i>c/s code: 96695</i>	Original Contract Period <i>Firm, Fixed Price</i>
027	Transfer of electronic files to composite or plate ready negative	\$ _____ <i>total</i>

### Quarterly Withholding Tax Payment Voucher Books

Item #	Description <i>c/s code: 96695</i>	Original Contract Period <i>Firm, Fixed Price</i>
028	Transfer of electronic files to composite or plate ready negative	\$ _____ <i>total</i>

### Annual Withholding Tax Payment Voucher Book

Item #	Description <i>c/s code: 96695</i>	Original Contract Period <i>Firm, Fixed Price</i>
029	Transfer of electronic files to composite or plate ready negative	\$ _____ <i>total</i>

- 4.3 Cost Analysis** - The bidder should complete a cost analysis of the firm, fixed prices. In the event of a discrepancy between the total per 1,000 price on the following cost analysis and the firm, fixed price from the above Pricing Table, the Pricing Table shall govern. If the bidder is proposing to print the tax voucher books on various papers, the bidder shall provide a cost analysis for each paper proposed.

Description	Quantity	Paper			Other Costs	Total Price Per 1,000 (Total Paper Cost + Other Costs)
		Price Per Pound	Pounds Required	Total Paper Cost (Price per Pound x No. of Pounds)		
Monthly Withholding Tax Payment Voucher Books - Initial Production	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Monthly Withholding Tax Payment Voucher Books - Additional Production	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Quarterly Withholding Tax Payment Voucher Books - Initial Production	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Quarterly Withholding Tax Payment Voucher Books - Additional Production	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Annual Withholding Tax Payment Voucher - Initial Production	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Envelope for Monthly Withholding Tax Payment Voucher Book	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Envelope for Quarterly Withholding Tax Payment Voucher Book	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____
Envelope for Annual Withholding Tax Payment Voucher Book	1,000	\$ _____	_____ Lbs	\$ _____	\$ _____	\$ _____

- 4.4 Renewal Option Pricing** - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

The State shall assume that the percentages quoted shall be applicable to both Total Paper Cost and Other Costs provided in the Cost Analysis.

The bidder shall not include any anticipated increases in the cost of paper within the percentage of price increase quoted for the renewal periods; as such increase in the cost of paper may be obtained separately, as described elsewhere herein.

<b>Item #</b>	<b>Potential Renewal Period</b>	<b>Maximum Increase</b>		<b>Minimum Decrease</b>
30	First Renewal Period	Original Price + _____%	or	Original Price - _____%
31	Second Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

**EXHIBIT A****MISCELLANEOUS INFORMATION**

**Paper Stock:** The bidder should indicate each paper stock proposed and the weight, brightness, and opacity level of the paper proposed in the table below:

	Front/Back Covers	Payment Vouchers	Labels	Instructions & Address Change Form
Paper				
Weight				
Brightness				
Opacity				

**Transfer of Electronic Files to Composite or Plate Ready Negative:** If the state agency provides the contractor with electronic files, the bidder should indicate below if proposing to transfer the electronic files to a composite or plate ready negative.

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**Paper** - The bidder should indicate below if the bidder is proposing to print the tax voucher books and envelopes using virgin or recycled paper. In order for paper to be considered recycled, the proposed stock must meet Environmental Protection Agency (EPA) recycled product definitions and contain a minimum of 30% post consumer materials, pursuant to the Environmentally Preferable Products (EPP) Guide. The EPP Recycled guide may be found at <http://www.epa.gov/epaoswer/non-hw/procure/pdf/paper.pdf>. If recycled paper is proposed, complete the blank with the guaranteed post consumer content percentage.

Type of Paper Proposed		C/S Code	Text Stock Post-Consumer Content	
_____	Virgin Paper	96695		
_____	Recycled Paper	96698	Text Stock	_____ %

Type of Paper Proposed		C/S Code	Cover Stock Post-Consumer Content	
_____	Virgin Paper	96695		
_____	Recycled Paper	96698	Cover Stock	_____ %

Type of Paper Proposed		C/S Code	Envelope Stock Post-Consumer Content	
_____	Virgin Paper	96695		
_____	Recycled Paper	96698	Envelope Stock	_____ %

**Printing Location:** The bidder should indicate the address where the bidder is proposing to print the tax voucher books.

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**Broker Services:** If the bidder is proposing to broker the services specified herein, the bidder should indicate the name, address, telephone number, and email address of the company being proposed to print the tax voucher

books. The bidder should also identify references for the proposed printing company, including the reference's address, telephone number, and contact person:

Printing Company Name, Address, Telephone Number, and Email Address	
Printing Company Reference, including the reference's address, telephone number, and contact person	
Printing Company Reference, including the reference's address, telephone number, and contact person	
Printing Company Reference, including the reference's address, telephone number, and contact person	

### **Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____ _____
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### **Outside United States**

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

### **Employee Bidding/Conflict of Interest**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

**EXHIBIT B****PRIOR EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

**EXHIBIT C****STATE OF MISSOURI -- OFFICE OF ADMINISTRATION  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

**NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.** Revised 5/17/02

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- INVITATION FOR BID**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## 3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

#### 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

#### 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

#### 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

**16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

**17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 02/10/06